

APPENDIX A

The parts of the indictment with which Ellison takes issue are as follows.

It was further part of the conspiracy that [Tribble], who in exchange for the receipt of things of value from [Ellison], performed official acts through her FEMA employment to advance [Cobra's] interests and secure favorable treatment for [Cobra] as needed and as specific opportunities arose in connection with the contracts signed between PREPA and [Cobra], the payment of work billed under the contracts, and work assigned by PREPA to [Cobra] pursuant to those contracts.

(Docket No. 3 at p. 14.)

It was further part of the conspiracy that [Tribble], in exchange for receiving things of value from [Ellison], performed official acts as needed and as specific opportunities arose on behalf of [Cobra], including but not limited to, influencing, providing advice to, and exerting pressure on PREPA executives, including but not limited to the Chief Executive Officer, and Directors of different PREPA divisions, so that PREPA would accelerate payments to [Cobra], assign tasks to [Cobra] instead using PREPA employees, and use [Cobra] in restoration tasks to the exclusion of other contractors.

Id.

It was further part of the conspiracy that [Tribble], in exchange for receiving things of value from [Ellison], performed official acts as needed and as specific opportunities arose on behalf of [Cobra], including but not limited to, influencing, providing advice to, and exerting pressure on FEMA employees concerning FEMA procedures for the approval of FEMA reimbursement assistance for [Cobra] work under the First and Second [Cobra] Contracts with PREPA.

Id.

It was further part of the conspiracy that as needed and as specific opportunities arose [Tribble] regularly provided [Ellison] with information she obtained through her position as FEMA [administrator], providing [Cobra] with information not readily accessible to it through other means.

Id. at p. 15.

It was further part of the conspiracy that [Tribble] and [Ellison] concealed and attempted to conceal [Tribble's] receipt and acceptance of things of value from [Ellison] by paying with credit cards in the name of [Ellison] in his personal capacity or as [Cobra] President.

Id. at p. 16.

The purposes of the scheme included, but were not limited to, the following: For [Tribble] to enrich herself by soliciting and accepting bribes in exchange for using her official position as a FEMA [administrator] to benefit [Ellison], President of [Cobra], by influencing, advising, and pressuring PREPA executives, Company A employees, and FEMA employees so as to advance [Cobra's] interests and secure favorable treatment for [Cobra] in connection with the contracts signed between PREPA and [Cobra], the payment of work billed under the contracts, and work assigned by PREPA to [Cobra] pursuant to those contracts.

Id. at p. 32.

[Tribble] used and agreed to use her official authority as a FEMA [administrator], to: influence, provide advice to, and exert pressure on PREPA executives, including but not limited to the Chief Executive Officer, and Directors of different PREPA divisions, so that PREPA would accelerate payments to [Cobra], assign tasks to [Cobra] instead using PREPA employees to complete said tasks, and use [Cobra] in restoration tasks to the exclusion of any other contractor; influence, provide advice to, and exert pressure on employees of a PREPA consultant company (hereinafter referred to as Company A), knowing and intending that such advocacy, advice, and pressure would be the basis for the advocacy, advice, and pressure Company A employees would in turn exert upon PREPA executives, so that PREPA would accelerate payments to [Cobra]; influence, provide advice to, and exert pressure on FEMA employees concerning FEMA procedures for the approval of FEMA reimbursement assistance for [Cobra] work under the First and Second [Cobra] Contracts with PREPA.

Id. at pp. 33-34.